

**REMARKS/ARGUMENTS**

The present amendment is submitted in accordance with the Revised Amendment Format as set forth in the Notice provided on the USPTO web site for the Office of Patent Legal Administration; Pre-OG Notices; signed 1/31/03.

Applicant forwards herewith a request for a one month extension of time to June 12, 2003.

Claims 1- 15 have all been objected to in view of 35 USC §112, second paragraph. This Amendment is lodged to overcome those rejections. The claims, as understood by the Examiner, have been indicated allowable provided that the objections are eliminated by Amendment.

Applicant has amended claim 1 at lines 5 and 6 to make clear that the activation causes the activatable layer to become adhesive and to expand. Applicant notes that the adhesive layer does not adhere until contact occurs - as is the case with virtually any adhesive.

In the second portion of claim 1, applicant adopts the suggestion of the Examiner; the language related to the microdissection of the contacted portion of the sample has been placed in the claim.

Applicant has amended claim 3 to make clear that the "visualizing" step occurs before the "selectively activating step." It is not necessary that this visualizing occur before the transfer layer is placed overlying the specimen. For example, the specimen could be "visualized" first, and have the layer placed overlying the specimen second.

Applicant has amended claim 5 in an attempt to meet the three objections of the Examiner to this claim as currently pending.

First, in the amended claim 5, applicant has made it clear that the step of providing a selectively activatable layer includes the step of placing a coating on one side of the

selectively activatable layer. When the selectively activatable layer is provided, the coating is provided.

Second, and at the second objection of the Examiner to claim 5, applicant has adopted the recommended language of the Examiner. When the activated layer contacts the portion of the specimen, the affinity specific bond is formed.

Third, applicant has attempted to amend the last paragraph of the claim to meet the Examiner's objections. To answer the Examiner's inquiries, the coating, having the affinity specific bond, covers the activatable layer. Since the coating covers the layer, it does not cause the coating to change or to become adhesive (although the underlying layer may in fact be adhesive to the specimen). Therefore, when contact occurs, the coating forms the affinity specific bond with the specimen.

The language "at least one part of the specimen" has been dropped from the claim with the term "portion" placed therein.

Regarding claim 7, applicant adopts the proposed language of the Examiner.

Regarding claim 8, the term "adhesive properties" has been dropped; the term "becoming adhesive with respect to a specimen" has been substituted therefor.

Regarding claims 8, 9 and 10, applicant offers the following explanation. In claim 8, the basic process is recited, which may or may not cause microdissection. What does happen in claim 8, is that the projection adheres to a portion of the specimen and comes under tension between the specimen and the remaining portion of the selectively activatable layer.

Taking the case of claim 9, the contraction can be sufficient to microdissect the portion of the specimen from the remainder of the specimen. In this case, there is no need to draw the transfer layer away from the specimen; the thermal expansion and contraction will have been sufficient to do the job.

Taking the case of claim 10, it may be that the natural contraction of the transfer layer when it cools is insufficient to cause microdissection. In this case we have the specimen, we have the protrusion adhering to the specimen, and we have the protrusion slightly contracting (under tension) as it depends from the transfer layer. In this case, in order to pull off the microdissection, we have to move the transfer layer away from the specimen. With the movement away from the specimen, microdissection occurs.

It is hoped that the above explanation is sufficient; applicant will gladly provide further explanation upon request.

The Examiner has questioned the portion of claim 11 wherein it is stated:

contracting the volumetric expansion at the extremity to withdraw the portion of the specimen bonded to the volumetric expansion within the first interval whereby the portion of the specimen bonded to the extremity of the volumetric expansion cannot contact underlying and remaining portions of the specimen

In explanation, applicant points out that when this form of non-contact laser capture microdissection occurs, the activated portion of the transfer layer never completely retreats back into and becomes flush with the original transfer surface. A small protuberance with a sample on top of the protuberance always remains. When one realizes this, it becomes apparent that the small protuberance with the sample can contact the remaining portions of the specimen (and become contaminated).

One of the best places to withdraw the specimen is into the spatial interval. When the specimen is here, it cannot contact the remaining portion of the sample (and become contaminated). Applicant hopes that this explanation is sufficient.

The Examiner has objected to claim 12 and been so kind as to suggest language. Applicant has amended the claim incorporating the suggested language of the Examiner. It is believed made clear that the "phase transition" contributes to and causes the intended expansion.

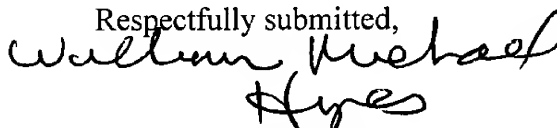
In claim 14, applicant has amended the claim to state that upon activation, the transfer surface "becomes adhesive" with respect to the sample. It is submitted that this objection eliminates the ambiguities of the claim.

Regarding the terminology submitted with the enclosed amendments, applicant does not want to take issue with the Examiner over the claim language. Should either the amendments herein raise further questions or alternatively the amendments fail to address all points that the Examiner has wished to raise, applicant requests the courtesy of a telephone conference at the below listed number to eliminate issue related to 35 USC §112, second paragraph.

**CONCLUSION**

In view of the foregoing, Applicants believe all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.

Respectfully submitted,



William Michael Hynes  
Reg. No. 24,168

TOWNSEND and TOWNSEND and CREW LLP  
Two Embarcadero Center, 8<sup>th</sup> Floor  
San Francisco, California 94111-3834  
Tel: 415-576-0200  
Fax: 415-576-0300  
WMH:wmh  
SF 1460069 v1